

TERMS AND CONDITIONS

Use of 1Place.hk is conditional upon you (“the User”) agreeing to the terms of this Agreement. Use of 1Place.hk shall be deemed to be your acceptance of the terms of this Agreement with 1Place Technologies (HK) Limited, a Hong Kong Limited Company.

1. Definitions

- I. In this Agreement, unless inconsistent with the context
 - i. Agreement means this agreement, its recitals, provisions and any schedule of this agreement.
 - ii. Third Party Property Listing Source means the any third party web site where property listing may be sourced;
 - iii. Any Third Party Data Source means the any third party web site or data feed in general where data may be sourced;
 - iv. Confidential Information includes account details and passwords.
 - v. Clause means a clause of this Agreement.
 - vi. Duration means the period from the date that you agree to this Agreement until it is terminated.
 - vii. Force Majeure means an act, omission or circumstance over which 1Place Technologies (HK) Ltd. could not have reasonably exercised control including telecommunication failures.
 - viii. Intellectual Property Right includes any right arising from or capable of arising from the existing Hong Kong Intellectual Property legislation including any Ordinances and amendments that may be effected from time to time.
 - ix. Party and Parties means a party to this Agreement and their respective successors, trustees and permitted assigns.
 - x. Personal User means an individual user who has signed up for 1Place.hk
 - xi. Sub-clause means a sub-clause of this Agreement.
 - xii. Taxes includes taxes, duties and government charges, fees, levies, any penalty for not paying same and any liability for same.
 - xiii. Total Fee means the Bounty and Bounty Fee
 - xiv. User means Personal User, Registered Agents, Landlords, Any Third Party Data Source, Third Party Transaction Data Source, Third Party Property Listing Source and any person using 1Place.hk or interacting with 1Place Technologies (HK) Ltd in any other capacity.

2. Interpretation

- I. In this Agreement, unless inconsistent with the context
 - i. Words denoting a person shall include corporations, statutory corporations, partnerships, joint ventures, associations, boards, governments or semi-government agencies or authorities.
 - ii. Words denoting the singular number shall include the plural number and vice versa.
 - iii. Words denoting any gender shall include all other genders.
 - iv. A reference to a statute or a regulation also refers to any statute or regulation amending, or consolidating or re-enacting same.

- v. Money references are references to the currency indicated, and in the absence of any specific indication the default currency is Hong Kong Dollars (HKD).
- vi. A reference to “ includes ”, “ including ” or “ inclusive ” is to be construed as being a reference to “includes, without limitation”, “including, without limitation”, and “inclusive, without limitation” respectively.
- vii. Headings used in this Agreement are for convenience and ease of reference only, and are not part of this Agreement and shall not be relevant or affect the meaning or interpretation of this Agreement.
- viii. Every obligation express or implied into this Agreement and entered into by more than one Party shall bind them jointly and severally.
- ix. Every right express or implied into this Agreement granted in favor of more than one Party shall be for the benefit of each of them jointly and severally.
- x. A provision of this Agreement shall not be construed adversely to the Party that drafted it.
- xi. If any provision or part provision of this Agreement is held invalid, unenforceable or illegal for any reason, this Agreement shall remain otherwise in full force apart from such provision or part provision which shall be deemed deleted.
- xii. The recitals, provisions and any schedule to this Agreement form part of this Agreement and shall be read in the following order of precedence: the recitals, the provisions of this Agreement and then the 1Place Technologies (HK) Ltd rules.
- xiii. No right or remedy granted to 1Place Technologies (HK) Ltd. pursuant to this Agreement excludes or shall be deemed to exclude or modify any other right or remedy which would otherwise be available to 1Place Technologies (HK) Ltd. and all such granted rights and remedies are cumulative.

3. User's Right to Use 1Place Technologies (HK) Ltd

I. Subject to the terms of this Agreement 1Place Technologies (HK) Ltd. grants User a revocable non-exclusive right to use 1Place.hk for the Duration.

II. 1Place Technologies (HK) Ltd shall, from time to time, provide access codes to permit User to use 1Place.hk and various functions of 1Place.hk at the sole discretion of 1Place Technologies (HK) Ltd.

4. User's Responsibilities

- I. User shall
 - i. comply and agree to be bound by the 1Place.hk rules as if same were set out in here in full and which rules may be updated and changed from time to time and are currently located at <http://www.1Place.hk/terms>;
 - ii. comply with 1Place Technologies (HK) Ltd 's publishing policy which is
 - i. The User shall not publish anything which would be considered defamatory, knowingly inaccurate, offensive or which would infringe the rights of third parties.
 - iii. apply or accept, without delay, all updates issued by 1Place Technologies (HK) Ltd from time to time to which User is entitled;
 - iv. backup their data wherever same is stored;
 - v. agree to and comply with the terms and conditions of any third party software or services supplied by 1Place Technologies (HK) Ltd or made available with 1Place.hk and or not use such third party software and services;

- vi. comply with all applicable laws including those that apply in relation to employment for the relevant jurisdiction;
 - vii. conduct all appropriate virus and security checks;
 - viii. ensure that their employees, sub-contractors and other agents who have authorized access to 1Place.hk are made aware of the terms of this Agreement;
 - ix. supervise and control the use of 1Place.hk in accordance with the terms of this Agreement;
 - x. immediately advise 1Place Technologies (HK) Ltd. in writing upon User becoming aware of any person using 1Place.hk who is not authorized by 1Place Technologies (HK) Ltd. to do so; and
- II. User shall not
- i. copy, reproduce, translate, adapt, vary, modify, decompile, disassemble, reverse engineer, create derivative works of, sub-license, rent, lease, loan or distribute 1Place.hk other than as expressly authorized by this Agreement;
 - ii. engage in password sharing, remote desktop access or port aggregation without the express permission of 1Place Technologies (HK) Ltd.;
 - iii. install, upload or execute any computer programs which have not been checked and are not expressly specified by 1Place Technologies (HK) Ltd as suitable;
 - iv. interfere with the network or disrupt any other user, service or equipment;
 - v. permit any act which infringes the Intellectual Property Rights which subsist in 1Place.hk and which belong to 1Place Technologies (HK) Ltd;
 - vi. provide or otherwise make available 1Place.hk in any form to any other person;
 - vii. use 1Place.hk for any illegal, unauthorized or dangerous purpose including unsolicited commercial e-mail;
 - viii. use 1Place.hk to publish any material for which it is not the Intellectual Property Right owner or licensed by the Intellectual Property Right owner or is defamatory.

5. 1Place Technologies (HK) Ltd 's rights

- I. 1Place Technologies (HK) Ltd. may, whilst being under no obligation to do so and at its sole discretion, without notice or giving any reason or incurring any liability for doing so
- i. delete, remove or refuse to publish any listing;
 - ii. delete, remove or refuse to publish any material which is, in its sole opinion, without limitation,
 - i. dangerous;
 - ii. found in an unauthorized area;
 - iii. excessive in volume;
 - iv. unauthorized;
 - v. unlawful;
 - vi. in breach of 1Place Technologies (HK) Ltd's Reasonable Use or Publishing Policy; and
 - iii. take action if it suspects that malicious, illegal or unacceptable usage of 1Place.hk is occurring or has occurred, including destruction or disposal of User's access passwords.
 - iv. revoke or discontinue the 1Place.hk service at 1Place Technologies (HK) Ltd's sole discretion.

6. Disclaimer & Acknowledgments

- I. User acknowledges that

- i. Using any kind of property is a complex area and 1Place.hk is not designed as a substitute in any way for professional advice and due diligence.
- ii. Any data presented through 1Place.hk does not in any way represent an endorsement or warranty by 1Place Technologies (HK) Ltd. for the underlying data source
- iii. 1Place Technologies (HK) Ltd. disclaims full responsibility for confirming and verifying any information provided by Users;
- iv. 1Place Technologies (HK) Ltd. disclaims full responsibility for confirming and verifying the eligibility of those Users on our platform.
- v. 1Place.hk does not verify the bona fides of any listing, endorsement or advertisement nor does 1Place.hk in any way warrant, adopt or endorse same as its own;
- vi. 1Place.hk does not necessarily comply with any standard or legislation;
- vii. 1Place.hk is licensed on the strict understanding that, subject to the warranties below, 1Place Technologies (HK) Ltd is not responsible for the results of any actions taken by User, a third party or a third party relying on data supplied by 1Place.hk;
- viii. 1Place Technologies (HK) Ltd. cannot and does not warrant that 1Place.hk shall be available 24 hours a day or that any defect shall be corrected within a specific time frame;
- ix. 1Place.hk is not necessarily secure, virus free or without defect; and
- x. 1Place Technologies (HK) Ltd. is not responsible for
 - i. ensuring that 1Place.hk is suitable for User's requirements or fit for any purpose;
 - ii. any interruption to 1Place.hk due to equipment failure, the need for routine maintenance, peak demand etc;
 - iii. the supply or maintenance of User's equipment, software or telephone lines;
 - iv. monitoring, controlling or ensuring the accuracy, appropriateness or content of any information on the internet and does not do so; and
- xi. any software available on the internet or supplied by third parties.

7. Support

I. 1Place Technologies (HK) Ltd. may, from time to time, make available various support services and other assistance in relation to 1Place.hk.

II. Should User wish to use such services then User shall pay the then published rate of 1Place Technologies (HK) Ltd. in relation to such services. Such services are supplied pursuant to the terms and conditions set out in this Agreement.

8. Intellectual Property Rights

I. 1Place Technologies (HK) Ltd. retains all the Intellectual Property Rights in 1Place.hk.

II. User hereby assigns all its Intellectual Property Rights it may have arising from or in relation to any of its suggestions or requirements in relation to the 1Place.hk to 1Place Technologies (HK) Ltd. immediately as such rights are capable of assignment.

III. This assignment is absolute, worldwide and includes all present and future Intellectual Property Rights arising from or in relation to 1Place.hk.

IV. User acknowledges that User's right to make any use of materials assigned pursuant to this Agreement, is dependent upon 1Place Technologies (HK) Ltd. granting an express license to User, the granting and terms of which shall be at the sole discretion of 1Place Technologies (HK) Ltd.

9. Confidential Information

I. To the extent that Confidential Information is not in the public domain (other than by

way of breach of this Agreement) and is not known by User at the time of disclosure, User

- i. shall
 - i. keep such information confidential;
 - ii. take all necessary precautions to prevent any disclosure of Confidential Information to unauthorized third parties; and
 - iii. inform 1Place Technologies (HK) Ltd. of any suspected or actual disclosure of Confidential Information; and
- ii. shall not, without the express written consent of 1Place Technologies (HK) Ltd.
 - i. directly or indirectly divulge or communicate or otherwise disclose any Confidential Information , in whole or part to any third party;
 - ii. use any Confidential Information , other than for the express purpose set out in this Agreement; or
 - iii. remove or cause to be removed from 1Place Technologies (HK) Ltd.'s systems any Confidential Information.
- II. User shall be responsible for all use of the Confidential Information whether authorized by User or not
- III. This Clause shall survive the termination of this Agreement.

10. Tax

- I. Unless expressly stated to the contrary and to the extent permitted by law
- i. Any Fees are exclusive of all Taxes which may arise in relation to the subject matter of this Agreement;
- ii. User shall immediately pay any applicable Taxes to 1Place Technologies (HK) Ltd ; and
- iii. User shall indemnify and keep indemnified 1Place Technologies (HK) Ltd. from payment of the Taxes and any penalties arising from non-payment of same.

11. Suspension of Obligations

- I. If User breaches any provision of this Agreement 1Place Technologies (HK) Ltd. may, without further notice to User, - suspend all its obligations to User under this Agreement; - disable 1Place.hk using time out codes, remote access or other technological measures; and or - withdraw any discount which was otherwise applicable to the Fees.

12. Specific Warnings

- I. You must ensure that your access to this website and the 1Place.hk service is not illegal or prohibited by laws that apply to you.
- II. You must take your own precautions to ensure that the process you use to access 1Place.hk does not expose you to the risk of viruses or malicious interference which may damage your own computer system or data. We accept no responsibility for any interference or damage to any computer system or corruption or loss of data that arises in connection with your use 1Place.hk or any linked website.
- III. You acknowledge that we may not be able to confirm the identity of other registered 1Place.hk Users or prevent them acting under false pretenses or in a manner that infringes the rights of any person.
- IV. We accept no liability for any losses arising directly or indirectly from a failure to provide the 1Place.hk service, errors or interruptions to the 1Place.hk service or any suspension or discontinuance of the 1Place.hk service.

V. We accept no liability for any transmissions by other users in contravention of the obligations as set out in this Agreement.

13. Force Majeure

I. 1Place Technologies (HK) Ltd. shall not be liable for any delay or failure to perform its obligations if such a failure or delay is due to Force Majeure.

14. Limited Warranty

I. 1Place Technologies (HK) Ltd. shall operate 1Place.hk with all due care and skill.

II. 1Place Technologies (HK) Ltd. shall re-supply 1Place.hk if not supplied in accordance with this Clause provided that User notifies 1Place Technologies (HK) Ltd. of same within a reasonable time. This remedy shall be User 's sole and exclusive remedy for breach of this Agreement or any other cause of action against 1Place Technologies (HK) Ltd.

15. Limitation of Liability

I. To the extent permitted by law and except as expressly provided to the contrary in this Agreement, all warranties whether express, implied, statutory or otherwise, relating in any way to the subject matter of this Agreement or to this Agreement generally, are excluded. Where legislation implies in this Agreement any condition or warranty and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of or the exercise of or liability under such term, such term shall be deemed to be included in this Agreement. However, the liability of 1Place Technologies (HK) Ltd for any breach of such term shall be limited, at the option of 1Place Technologies (HK) Ltd. , to any one or more of the following: if the breach related to goods: the replacement of the goods or the supply of equivalent goods; the repair of such goods; the payment of the cost of replacing the goods or of acquiring equivalent goods; or the payment of the cost of having the goods repaired; and if the breach relates to services the supplying of the services again; or the payment of the cost of having the services supplied again.

II. To the extent permitted by law and except as expressly provided to the contrary in this Agreement, 1Place Technologies (HK) Ltd. shall not be under any liability (contractual, tortious or otherwise) to User in respect of any loss or damage (including consequential loss or damage) howsoever caused, which may be suffered or incurred or which may arise directly or indirectly in respect to the supply of goods or services pursuant to this Agreement or an act, failure or omission of 1Place Technologies (HK) Ltd.

16. Further Assistance

I. User shall

- i. declare, make or sign all documents and do all things necessary or desirable to give full effect to this Agreement; and
- ii. if applicable, procure its officers, employees and agents to do same.

17. Indemnity

I. To the extent permitted by law, User shall release, indemnify and keep indemnified 1Place Technologies (HK) Ltd. , its officers, employees and agents, against any injury, death, damage, loss, costs (including legal costs on an indemnity basis), expenses, interest, taxes or liability whether direct or indirect and whether sustained by 1Place Technologies (HK) Ltd. , 1Place Technologies (HK) Ltd 's officers, employees and agents, User , User 's officers, employees and agents or a third party User or other third party arising out of

- i. a breach of this agreement by User;

- ii. any willful, unlawful or negligent act or omission of User , its officers, employees or agents;
- iii. any injury suffered by User 's officers, employees or agents; and
- iv. the discharge of User 's obligations pursuant to this Agreement.

II. This indemnity applies regardless of whether or not legal proceedings are instituted.

III. This indemnity applies to any payment, settlement, compromise or determination regardless of whether same is, or is not, authorized by User.

IV. It is not necessary to incur any expense or make any payment before enforcing any right of indemnity under this Agreement.

V. This Clause survives termination of this Agreement.

18. Waiver

I. No right of 1Place Technologies (HK) Ltd. under this Agreement shall be deemed to be waived except by notice in writing signed by 1Place Technologies (HK) Ltd. Any such waiver shall be limited to its express terms.

II. Any failure by 1Place Technologies (HK) Ltd. to enforce any provision of this Agreement , or any forbearance, delay or indulgence granted by 1Place Technologies (HK) Ltd. shall not be construed as a waiver of 1Place Technologies (HK) Ltd 's rights.

19. Survival

I. The provisions of this Agreement which are capable of having effect after the expiration of this Agreement shall remain in full force and effect following the expiration of this Agreement.

20. Assignment, Novation and Sub-Contracts

I. User shall not sub-contract, sub-license, assign or novate, in whole or part, any entitlement or obligation under this Agreement without the prior written consent of 1Place Technologies (HK) Ltd.

II. 1Place Technologies (HK) Ltd. may

- i. sub-contract for the performance or part performance of this Agreement ; and
- ii. assign this Agreement to a third party without notice and in such circumstances, 1Place Technologies (HK) Ltd 's rights and obligations under this Agreement shall be immediately terminated upon assignment.

21. Notices

I. Notices under this Agreement may be delivered by hand, by mail or by email.

II. Notices shall be deemed given in the case of

- i. hand delivery, upon written acknowledgment of receipt by an officer or other duly authorised employee, agent or representative of the receiving party;
- ii. email, immediately upon acceptance of same by a machine outside the control of the sender;
- iii. posting, 3 days after dispatch

22. Termination

I. 1Place Technologies (HK) Ltd. has the right to terminate this Agreement immediately if

- i. User breaches any provision of this Agreement and such breach is not remedied within 14 days of notice by 1Place Technologies (HK) Ltd.;
- ii. User becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration;
- iii. User , being a partnership, dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving;

- iv. User being a natural person, dies; or
- v. User ceases or threatens to cease conducting its business in the normal manner. II.
In addition to terminating this Agreement, 1Place Technologies (HK) Ltd.
 - i. may disable User 's access to 1Place.hk;
 - ii. may retain any moneys paid;
 - iii. may charge a reasonable sum for any un-invoiced items;
 - iv. shall be regarded as discharged from any further obligations under this Agreement;
 - v. shall be under no liability to User for damages or compensation or any other payment whatsoever;
 - vi. may immediately erase all data stored by 1Place Technologies (HK) Ltd.; and
 - vii. may pursue any additional or alternative remedies provided by law.

23. Governing Law

I. This Agreement shall be governed by and construed according to the law of Hong Kong, SAR, China.

II. The Parties irrevocably submit to the exclusive jurisdiction of the Courts of Hong Kong.

24. Content

I. Definition. For purposes of these Terms of Service, the term "Content" includes, without limitation, Listings, information, data, text, inquiries, photographs, videos, virtual tours, audio clips, written posts, reviews, feedback, and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Services. For the purposes of this Agreement, "Content" also includes all User Content (as defined below).

II. User Content. All property listing information, rental information, and other Content added, created, uploaded, submitted, distributed, or posted to the Services or otherwise provided by users (collectively "User Content"), whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such User Content. You represent that all User Content provided by you is accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations. You acknowledge that all Content, including User Content, accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. We do not assume any responsibility or liability, or make any warranties or guarantees that any Content you access on or through the Services is or will continue to be accurate, safe or legal. All Content and information is subject to errors, omissions, changes in price, prior sale or rental, or withdrawal without notice. No representation, warranty, covenant, or guarantee is made as to the accuracy of any description. All measurements and square footages are approximate, may not be relied upon by you, and all information should be confirmed by you.

III. Notices and Restrictions. The Services may contain Content specifically provided by us, our partners or our users, and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Services.

IV. Use License. Subject to these Terms of Service, we grant each user of the Services a worldwide, non- exclusive, non-sub licensable and non-transferable license to use (i.e., to download and display locally) Content solely for purposes of using the Services. Use,

reproduction, modification, distribution or storage of any Content for other than purposes of using the Services is expressly prohibited without prior written permission from us. You shall not sell, license, rent, or otherwise use or exploit any Content outside the Services for commercial use or in any way that violates any third party right.

V. License Grant. By submitting User Content through the Services, you hereby do and shall grant us a worldwide, non-exclusive, perpetual, royalty-free, fully paid, sub licensable and transferable license to use, edit, modify, truncate, aggregate, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit the User Content in connection with the Site, the Services and our (and our successors' and assigns') businesses, including without limitation for promoting and redistributing part or all of the Site or the Services (and derivative works thereof) in any media formats and through any media channels (including, without limitation, third party websites and feeds), and including after your termination of your Account or the Services. You also hereby do and shall grant each user of the Site and/or the Services a non-exclusive, perpetual license to access your User Content through the Site and/or the Services, and to use, edit, modify, reproduce, distribute, prepare derivative works of, display and perform such User Content, including after your termination of your Account or the Services. For clarity, the foregoing license grants to us and our users does not affect your other ownership or license rights in your User Content, including the right to grant additional licenses to your User Content, unless otherwise agreed in writing. You represent and warrant that you have all rights to grant such licenses to us without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights.

VI. Availability of Content. We do not guarantee that any Content will be made available on the Site or through the Services. We reserve the right to, but do not have any obligation to, (i) remove, edit or modify any Content in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have violated these Terms of Service), or for no reason at all, and (ii) to remove or block any Content from the Services.

25. Entire Agreement

- I. Unless stated expressly to the contrary in this Agreement
 - i. this Agreement constitutes the entire agreement between the Parties for the subject matter referred to in this Agreement. Any prior arrangements, agreements, representations or undertakings are superseded;
 - ii. this Agreement is not to be construed as creating a joint venture, partnership or agency situation between the Parties. No Party may represent that there exists such a relationship between the Parties;
 - iii. no Party may bind another Party to any agreements, arrangements, contracts or understanding or represent that they have such authority; and
 - iv. no modification or alteration of any provision of this Agreement shall be valid except in writing signed by each Party save that 1Place Technologies (HK) Ltd. may on 30 days notice change any term of this Agreement and in such a case User may terminate this Agreement during that notice period without further obligation.